



STATE OF INDIANA

Request for Proposal 17-008

INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of
All State Agencies**

Solicitation For:

Drug and Alcohol Testing Services

Response Due Date: September 23, 2016 by 3:00 pm EST

Patrick O'Connor, Strategic Sourcing Analyst
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

SECTION ONE

GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

In accordance with Indiana statute, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of All State Agencies, requires drug and alcohol testing services for the State of Indiana. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the IDOA website (<http://www.IN.gov/idoa/2354.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

IAC	Indiana Administrative Code
IC	Indiana Code
CUF	Commercially Useful Function – A business function that supports the scope of this solicitation
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this RFP for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE
Implementation	The successful implementation of drug and alcohol testing services statewide as specified in the contract resulting from this RFP
Installation	The delivery and physical setup of products or services requested in this RFP
On-site	On or adjacent to the property defined by the State agency
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following:

	<ol style="list-style-type: none"> 1) The judicial branch 2) The legislative branch 3) A political subdivision (includes towns, cities, local governments, etc.) 4) A state educational institution
Products	Tangible goods or manufactured items as specified in this RFP
Proposal	An offer as defined in IC 5-22-2-17
Respondent	An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the respondent who will be ultimately responsible for performance of the contract
Services	Work to be performed as specified in this RFP
State	The State of Indiana
State Agency	As defined in IC 4-13-1, “state agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government
Total Bid Amount	The amount that the respondent proposes on Attachment D that represents their total, all-inclusive price.
Vendor	Any successful respondent selected as a result of the procurement process to deliver the products or services requested by this RFP

1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a vendor that can satisfy the State’s need for a drug and alcohol testing contract. It is the intent of IDOA to contract with a vendor that provides quality drug and alcohol testing services, at a competitive price, for the State of Indiana.

1.4 SUMMARY SCOPE OF WORK

1.4.1 Current Purchasing Profile

The State of Indiana is seeking to aggregate all current drug and alcohol testing contracts into one statewide contract that will service all State agencies and any other governmental entities, including local government agencies, schools, and towns. The State currently has four (4) active contracts for drug and alcohol testing services, similar to the services described herein, amongst four (4) separate State agencies. Amongst these contracts, the State of Indiana spent a total of \$508,543.00 in calendar year 2015. Calendar year 2015 is representative of the average annual spend for each contract, and

annual spend may increase proportional to further contract utilization from other State agencies, local governments, or other governmental entities.

The Department of Workforce Development (DWD) spent \$166,495.00 on urine drug testing services in calendar year 2015. DWD uses their current urine drug testing services contract to screen DWD clients for THC, cocaine, amphetamines, opiates, and PCP with 5-panel urine drug tests.

The Department of Correctional Facilities spent \$95,467.00 on urine drug testing and alcohol breath testing services in calendar year 2015. DOC uses their current urine drug testing and alcohol breath testing services contract to test current employees for THC, cocaine, amphetamines, opiates, PCP, and alcohol with 5-panel urine drug tests and breath alcohol tests. DOC also holds a contract for instant drug tests used to test offenders for drugs prevalent in holding facilities, which will not be included in this contract.

The Indiana State Police (ISP) spent \$22,082.00 on urine drug testing services in calendar year 2015. ISP uses their current urine drug testing services contract to tests employees for THC, cocaine, amphetamines, opiates, PCP, benzodiazepines, barbiturates, methadone, propoxyphene, Quaaludes, ethanol, and steroids with 10-panel urine drug tests, 10-panel urine drug tests including ethanol, and full anabolic steroid panels including masking agents and diuretics.

The State Personnel Department (SPD) spent \$224,499.00 on urine drug testing and alcohol testing services in calendar year 2015. SPD uses their current urine drug testing and breath alcohol testing services contract to test employees in many state agencies for THC, cocaine, amphetamines, opiates, PCP, and alcohol with 5-panel urine drug tests and breath alcohol tests.

While it is the State's intent to aggregate all contracts into one, each agency may have distinct procedures and requirements that the vendor must discuss with each agency during contract implementation.

1.4.2 State Expectations and Minimum Requirements

The State of Indiana is seeking a qualified vendor/Third Party Administrator (TPA) to provide drug and alcohol services, including all of the specified services required by the OTETA of 1991 and the United States Department of Transportation's (DOT) rule, 49 CFR Part 40. The DOT rule, 49 CFR Parts 40 and 382, describes required procedures for conducting workplace drug and alcohol testing for the Federally regulated transportation industry, and will also apply to all other drug and alcohol testing described in this RFP. Additional State and local government agencies are encouraged to and may choose to participate under this contract.

The vendor will provide fully inclusive services for the following line items:

- a. Breath alcohol tests
- b. Breath alcohol confirmation tests
- c. 5-panel urine tests
- d. 5-panel confirmation urine tests
- e. 10-panel urine tests
- f. 10-panel confirmation urine tests
- g. Steroid urine tests

- h. Steroid confirmation urine tests

The vendor must provide testing services for the following testing types:

- a. Pre-employment
- b. Post-accident
- c. Random
- d. Reasonable suspicion
- e. Return to duty
- f. Follow-up
- g. Clientele
- h. Other

The State shall maintain the ability to request the inclusion of testing for other drugs outside the aforementioned list of line item testing. Additionally, the vendor shall provide insight to any recent drug use trends to aid the State with best-practice testing procedures.

1.4.3 Management and Administration

The vendor shall design, implement, and manage all aspects of drug and alcohol testing, record keeping, reporting, and compliance with DOT regulations.

The vendor shall provide policy review and guidance to ensure that all participating agencies are in compliance with DOT regulations and advise agencies of any proposed change to DOT regulations when published.

The vendor shall be able to provide qualified personnel to testify as expert witnesses for administrative adjudication, grievance hearings (including arbitration) or other alternative dispute resolution proceedings, and/or court proceedings.

The vendor shall assign one or more dedicated and knowledgeable customer service representative to manage each contracting agency's account. This representative must manage the account including scheduling of testing and training, billing questions, resolving service questions or problems from any source, and shall act as liaison between the agency and any provider or subcontractor or among consortium members should any dispute occur. A 24 hour / 7 days a week phone line must be available for all agencies.

All State and vendor employee training provided shall meet 49 CFR. 382.601, 382.603 and 655. Training shall include employee and supervisory training and materials for use by any contracting agency for initial program implementation and start-up and for recurrent supervisory training. The vendor shall continue to provide training as needed after implementation.

The vendor shall provide packets of simple educational materials which meet the requirements of 49 CFR 382.601 (b) (11) for on-going distribution to employees.

The vendor will ensure that they or their subcontractors meet all certification requirements under DOT regulations. The vendor will provide evidence of this certification and/or training upon request.

The vendor shall be capable of providing Substance Abuse Professional (SAP) assistance for all locations within the State. This includes the management of follow-up testing when needed.

The vendor shall maintain and manage the testing pool database, unless otherwise requested. The database must have the capability to be updated daily, per agency request.

The vendor shall provide random selection of employees in accordance with DOT regulations and the specific needs of the agency whose personnel are to be tested. All selection and testing for any pool must be performed under DOT regulations. The vendor shall establish procedures to be followed in notifying the agencies of the employees selected in the random process and the tests to be performed. These procedures will be adapted to meet the specific needs of the individual agencies. The agency will be responsible for coordinating the time of testing.

The vendor shall conduct Designated Employer Representative (DER) training sessions at a State designated location on an annual basis, at a minimum, and in accordance with DOT regulations. The vendor shall provide additional DER training at the request of the State. This training session shall be capable of being utilized in a webinar format to be broadcast to other State designated locations.

1.4.4 Specimen Collection Services

The vendor shall ensure that the method for collection and analyzing urine samples for all covered employees must meet the requirements specified in 49 CFR Part 40. All personnel performing collection services, whether urine or breath or saliva collection, shall be appropriately trained, certified, and meet all criteria set forth in DOT regulations.

Specimen collection will occur at State work sites utilizing a mobile collection unit. Collection may be required outside weekday business hours. The vendor shall be capable of providing on-site service for the urine collections and breath alcohol tests with mobile units meeting US DOT collection standards. The vendor shall be capable of scheduling all on-site visits with individual contacts at each work location or agency. The vendor shall schedule separate and distinct testing times for State employees and clients. There shall never be co-mingling of any of these separate groups in the mobile testing unit. The mobile units shall provide fresh water, private toilets, adequate counter space to complete paperwork, and temperature control. The vendor shall coordinate testing schedules with each agency to ensure the maintenance of current testing procedures, including 24 hours / 7 days a week coverage.

The vendor shall provide on-site drug and/or alcohol testing services, if requested by the agency.

The vendor shall provide a minimum of one collection site within each county or, if one is not available in each county, then one in a contiguous county must be provided, and a minimum of one collection site within a twenty (20) mile radius of each IDOC and DWD facility. At least one collection site near a facility operated by IDOC or FSSA shall provide testing on a 24 hours / 7 days a week basis for the testing of employees with non-traditional work schedules. If no collection site meeting these criteria exists within this radius, this deficiency must be disclosed in your proposal, along with a proposed solution for the provision of services to the areas affected. The State will determine if the proposed solution is acceptable.

The vendor shall ensure that all collection services are performed by qualified personnel in accordance with DOT regulations and shall provide documentation verifying the qualifications of collection personnel to the contracting agency upon the agency's request. This documentation will include proof of training and applicable certifications such as BAT and STT certifications as well as instrument calibration documentation or any other qualification criteria specified by DOT regulations.

The vendor shall follow and provide legally correct chain of custody forms, including proper identification of samples and all other necessary forms. The vendor shall retain these forms for three years or the length of time required by DOT regulations, whichever is longer. Upon State request copies of any or all forms shall be provided to the State at no additional cost.

The vendor shall monitor collection procedures to ensure compliance with DOT regulations.

The vendor shall provide all collection supplies and technical assistance as needed.

The vendor shall provide collection sites, procedures, and any necessary testing or collection services and personnel for drug testing in post-accident or reasonable suspicion situations outside of normal working hours and on weekends. The vendor shall supply an emergency number to provide sample collection after regular office hours in areas where collection sites are not available.

The vendor shall provide emergency contact numbers 24 hours / 7 days a week for collection site personnel to reach the vendor with collection issues or questions.

The vendor shall require the collection site to provide overnight transportation of specimens to SAMHSA certified laboratories.

The vendor shall maintain pertinent records on behalf of the contracting agency for the appropriate period of time to comply with the DOT regulations.

The vendor shall provide blind samples to contracting agencies at no charge. The samples shall be submitted in a manner to ensure that the agency is in compliance with the DOT regulations.

The vendor shall ensure that Breath Alcohol Technicians (BAT) that operate evidential breathing testing devices and meet DOT regulations are available to perform breath alcohol testing at collection sites.

The vendor shall provide services regarding the splitting of urine samples. The vendor shall include retention of fluid samples in accordance with practice and time frames specified by DOT regulations.

1.4.5 Laboratory and Testing Services

Any laboratories used shall be currently certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) in accordance with federal requirements and all work performed shall be in accordance with DOT regulations. The vendor shall provide certification documentation and supporting documentation if and when requested.

The laboratory shall ensure negative results confirmation to the MRO within 24 hours; confirmed positive results reported to MRO within 48 hours, with confirmation done in compliance with DOT regulations. Reporting of test results will be accomplished using confidential protocol and immediately conveyed to the MRO by electronic means which shall be followed by confirming paperwork as required.

The vendor shall adhere to the DOT regulated drug part cutoff levels to establish positive and negative result interpretations.

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites	50 ng/mL	THCA ¹	15 ng/mL
Cocaine metabolites	150 ng/mL	Benzoylcegonine	100 ng/mL
Opiate metabolites			
Codeine/Morphine ²	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
6-Acetylmorphine	10 ng/mL	6-Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
Amphetamines ³			
AMP/MAMP ⁴	500 ng/mL	Amphetamine	250 ng/mL
		Methamphetamine ⁵	250 ng/mL
MDMA ⁶	500 ng/mL	MDMA	250 ng/mL
		MDA ⁷	250 ng/mL
		MDEA ⁸	250 ng/mL

¹Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA)

²Morphine is the target analyte for codeine/morphine testing

³Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff

⁴Methamphetamine is the target analyte for amphetamine/methamphetamine testing

⁵To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL

⁶Methylenedioxymethamphetamine (MDMA)

⁷Methylenedioxyamphetamine (MDA)

⁸Methylenedioxyethylamphetamine (MDEA)

1.4.6 Medical Review Officer Services

The vendor shall be responsible for the administration of a qualified MRO, and responsible for all requirements relating to the MRO. The Medical Review Officer shall meet all qualifications set forth in DOT regulations. The MRO shall be independent of the laboratories to ensure that there is no conflict of interest.

The MRO shall receive and review all test results from the laboratories for negative and positive determination and utilize medical information provided by the employee or applicant in issuing a

final determination on the status of substance use. The MRO shall provide an individual test report for each test and include the following:

- a. Identification of the tested individual
- b. Date of collection
- c. Date of report
- d. Location of the test and location of the employee
- e. Verified test result
- f. List of drugs with cut-off level the tested individual is tested for
- g. Name and address of the SAMHSA laboratory
- h. Printed name and signature of the MRO

The MRO shall communicate test results no later than twenty-four (24) hours after receipt of verification from the laboratories.

Test results will be transmitted by electronic means in a legally accepted format.

The MRO shall document all test results in accordance with applicable agency requirements and DOT regulations.

The MRO shall provide a signed, written confirmation report of each test result to the agency within one (1) working day of reviewing the test results.

The MRO shall provide business location, hours of operation, and an emergency telephone number for use by any contracting agency in appropriate circumstances.

If an employee requests that his split sample be tested, the MRO will offer the employee a choice of approved laboratories and will direct that the split sample be sent to the selected laboratory. Positive and negative results of the split sample test will be identified by the laboratory and sent to the MRO within five (5) working days from the time the MRO is instructed to send the split sample testing.

The vendor and/or Medical Review Officer (MRO) shall provide legal expertise, documentation, and expertise in other relevant adjudication matters shall the services in this contract be legally challenged. Such documentation and testimony may include the following:

- a. Chain of custody documentation that will accompany the specimen at all times, from collection through testing.
- b. The documentation will include a statement indicating that the specimen was sealed and labeled for identification purposes at its collection.
- c. The documentation will include spaces for printed names and signatures of the employee(s) who collect the specimen and for the employee(s) who witness the collection of the specimen.
- d. The documentation will include a statement whereby the donor of the urine specimen certifies that the specimen container was sealed and labeled in his/her presence. The statement of certification will be followed by a space for witness verification.

1.4.7 Reporting Requirements

The vendor shall report results or ensure that the MRO reports results to the specified personnel within the agencies as specified by the agencies.

The vendor shall provide monthly statistical reports in excel format of all tests by location and type of test with monthly and annual totals and numbers of positive and negative tests in each category. These reports shall be provided/transmitted on no less than a quarterly basis and annually in compliance with deadlines to meet DOT regulations and agency specifications. The vendor shall coordinate with each agency to ensure the provision of required data fields. The vendor shall provide IDOA with similar reports that are absent of personal information. These reports will provide spend details for collection purposes.

The laboratories will provide results reporting and monthly summaries to the MRO and each contracting agency in accordance with DOT regulations.

The vendor shall keep full and accurate records and accounts in connection with the contract. All such records shall be retained by the contractor for. Three (3) years from the date of final payment and may be audited by the State's designated representative at any time during regular working hours. Copies shall be furnished at no cost to the State if requested.

1.4.8 Service Level Agreements and Performance Metrics

The State has developed a set of minimum SLAs and Performance Metrics, defined in the table below that the vendor will need to agree to meet or exceed in order to be in good standing on the contract. All pricing submitted through the Cost Proposal will need to reflect these SLA's. The vendor will be scored on their ability to commit to exceeding these minimum SLA's. The State expects that the final SLAs agreed upon by the awarded vendor will be higher than these proposed minimum requirements. The SLAs will be reviewed quarterly by the State contract manager to identify any issues requiring immediate attention from the State and vendor.

SERVICE LEVEL AGREEMENTS:

Performance Metric	Goal	Target	Description	Calculation	Frequency of Review
Pricing accuracy	100% accuracy	98%	Measures percentage of transactions where the State account is billed at the contracted rate.	Number of correctly priced purchases / total number of purchases.	Monthly
Delivery of results response time	2 business day for positive	92%	Measures average response time from	Number of orders filled within goal / total	Monthly

	tests / 4 business days for negative		receipt of results to the laboratory to result delivery	number of orders.	
Ability to service all locations	100% ability	99%	Measures ability to service requested testing locations	Number of location requests filled / total number of requests	Monthly
Emergency Testing	100%	98%	Contractor shall be able to test any clients following an accident or suspicion within two (2) hours of notice.	Number of clients following an accident or suspicion within two (2) hours of notice divided by number of clients tested following an accident or suspicion of violation.	Quarterly
Response Time	By Next Business Day	By Next Business Day	Contractor's Representative must respond by the same means they were contacted by a User Agency by the next business day.	Calculation of time between each User Agency's contacts to the time when the Contractor responds, by the same means, to the User Agency by the next business day.	Quarterly
Report Turnaround	(2) Business Days	(1) Business Day	Contractor must submit defined reports to State or	Completion of reports provided according to number of	Quarterly

			requesting using entity, within two (2) business days. (This does not include results.)	two (2) business days taken to provide.	
Ad hoc Report Turnaround	(5) Business Days	(3) Business Days	Contractor must submit entity-requested ad hoc/special reports to State or requesting using entity within (5) business days. (This does not include results.)	Completion of reports provided according to number of business days taken to provide.	Quarterly
Problem Resolution Time	100%	100%	The Contractor shall ensure compliance on metric regarding percentage resolution time where the User Agency's issue should be resolved within two (2) business days.	The number of times the Contractor resolves identified issues for the using entities divided by the number of times the using entity identifies an issue to the Contractor.	Quarterly
Result Accuracy	99%	99%	The Contractor shall ensure that every result is reported completely and accurately.	The number of accurate results divided by total tests run.	Quarterly

Invoice Correction Turnaround	(1) Business Day from error identified	Same Business Day from error identified	Invoices must be accurate. The accuracy of the information provided on the using entity invoice.	Provide reporting model to reflect using entity notification date of invoice error less the date from Contractor supplying corrected invoice. Before and After Invoice documentation to be provided for validation purposes.	Quarterly
Closures	Zero (0)	Zero (0)	Instances during a quarterly period that a location closes outside of business hours.	Number of business hours locations were open and operational divided by Total business hours of all locations in the quarterly period	Quarterly
System up time	100%	99.5%	Percentage of time, in hours, the Contractor's system is fully operational.	Number of hours system was not operational divided by Total hours in the quarterly period.	Quarterly

Mobile Units No-shows	100%	100%	The mobile testing unit is to show up for all promised time and is to be fully staffed.	Number of hours all mobile testing units were onsite and testing divided by the number of hours the mobile testing units were scheduled to be onsite and testing.	Quarterly
Test Completion	100%	100%	Every client that is scheduled to be tested shall be tested within thirty (30) minutes of scheduled time.	Every client tested within thirty (30) minutes of scheduled time divided by every client that is scheduled to be tested.	Quarterly

The Contractor shall monitor and fulfill all associated performance metrics and SLA's through continuous tracking, Performance Indicator Surveys, and State Account Management interaction. These performance metrics shall then be directly evaluated on a quarterly basis, the Contractor shall identify the actual outcome of the performance listed below and supply original supportive documentation for all Service Level Agreements and Performance Metrics. The vendor shall tabulate the actual Performance Metrics outcome and present the actual results during each affiliated Quarterly Business Review (QBR). The vendor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information. The vendor shall distribute, Performance Indicator Surveys, a survey distributed to clients that used their services, to ensure that the clients are receiving the appropriate care. At the State's discretion certain clients may not receive surveys. The Contractor shall conduct Quarterly surveys with the Agency Contacts. The target is 100% of responses with a minimum rating of 4=Meets Expectations.

The Contractor shall conduct Quarterly surveys with the Agency Contacts at each serviced site. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2=Rarely Meets Expectation
- 3=Sometimes Meets Expectations

4=Meets Expectations
 5=Sometimes Exceeds Expectations
 6=Frequently Exceeds Expectations
 7=Always Exceeds Expectations.

SLA	Answering the Question
Wait Time	Wait time includes time spent in the waiting room and exam room. Were you seen within 15 minutes of your appointment time?
Helpfulness	How rate the helpfulness of the professionals that helped you?
Answers Questions	When you have called the vendor, how often did you get an answer to your question as soon as you needed?
Information and Instructions	How would you rate the information and instructions provided to you by the vendor?
Explanations that are Easy to Understand	How would you rate the staff's explanation of things in a way that was easy to understand the staff?
Responses to Questions	Did the staff fully answer all of your questions?
Courtesy and Respectfulness	How would you rate the courtesy and respectfulness you received from the staff?
Scheduling	If you scheduled your appointment, how would you rate the ability to schedule the appointment?

Note: All SLAs and minimum requirements that have targets associated with them are goals. It is the State's expectation that if any of the SLAs are unreasonable that respondents propose an alternative target in their proposal.

Respondents should respond to the proposed SLAs and Performance Metrics in their Transmittal Letter.

The vendor shall capture these metrics and SLAs as designed, and any additional metric presented from the State over the life of the Contract. In doing so, the Contractor shall facilitate and monitor the performance of all Service Level Agreements and Performance Metrics. The Contractor shall tabulate the actual Service Level Agreements outcome and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information. The Contractor shall be allowed a sixty (60) day grace period during the implementation phase of the Contract to ramp up services, without scoring on the Performance Metrics or Service Level Agreements. The Service Levels and Performance Metrics shown above are still to be followed during the initial implementation phase of the Contract and reported on, no credits shall be issued at this time. The vendor's performance will be tracked daily, while reported on a quarterly basis, unless otherwise requested by the State Vendor Manager. The Contractor is encouraged to utilize automated processes to generate data and reports to ensure

utmost authenticity. The Contractor shall not round up on any numerical numbers, percentages, etc.

In addition to the other terms and conditions of this Master Services Agreement, if the State deems that the Contractor has failed to meet the Performance Standards contained in the Service Level Agreements shown above, or fails to meet any performance standard of a performance metric, the State shall obtain a credit of **\$2,500.00 (Twenty Five Hundred Dollars)** from the Contractor in the form of a check with the supportive reporting model.

1.5 RFP OUTLINE

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the State/Agency via this RFP
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This sections discusses the evaluation criteria to be used to evaluate respondents' proposals
Attachment A	M/WBE Participation Plan Form
Attachment A1	IVBE Participation Plan Form
Attachment B	Sample Contract
Attachment C	Indiana Economic Impact Form
Attachment D	Cost Proposal Template
Attachment E	Business Proposal Template

Attachment F	Technical Proposal Template
Attachment G	Q&A Template
Attachment H	Service Locations List
Attachment I	List of Facilities and EEs

1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing by the deadline of **3:00 p.m. Eastern Time on August 31, 2016**. Questions/Inquiries may be submitted in Attachment G, Q&A Template, via email to rfp@idoa.IN.gov and must be received by the time and date indicated above.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFP timetable established in Section 1.24. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of any State Agencies with current drug and/or alcohol testing operations. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.7 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time on September 23rd, 2016**. Each Respondent must submit **one (1) original CD-ROM (marked "Original") and eight (8) complete copies (marked "Copy") on CD-ROM** of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. The **original** CD-ROM will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this CD may be posted on the IDOA website, (<http://www.in.gov/idoa/2462.htm>) if recommended for selection.** Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Indiana Department of Administration
Procurement Division

402 West Washington Street, Room W468
Indianapolis, IN 46204

If you hand-deliver solicitation responses:

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 100 N. Senate Avenue. (the eastern-most entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

If you ship or mail solicitation responses: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be sealed and clearly marked with the RFP number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on August 24th, 2016 at 10:00AM in Indiana Government Center South Conference Center Room 29. At this conference, potential respondents may ask questions about the RFP and the RFP process. Respondents are reminded that no answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State.

1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in Attachment B. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.12 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFP.

1.13 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal. Site visits, if required will be discussed in the technical proposal.

1.14 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFP.

The term of the contract shall be for a period of two (2) years from the date of contract execution. There may be two (1) one-year renewals for a total of four (4) years at the State's option.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must indicate so in the Transmittal Letter. Confidential Information must also be clearly marked in a separate folder on any included CD-ROM. The Respondent must also specify which statutory exception of APRA applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

1.16 TAXES

Proposals should not include any tax from which the State is exempt.

1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to www.in.gov/idoa/2464.htm.

1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, it has been determined that there is a reasonable expectation of minority and woman business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore a contract goal of 8 % for Minority Business Enterprises and 8 % for Woman Business Enterprises have been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5.

Failure to address these requirements may impact the evaluation of your proposal.

1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>.

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to meet these goals will affect the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed subcontractors meet the following criteria:

- | |
|---|
| <ul style="list-style-type: none">• Must be listed on the IDOA Directory of Certified Firms, on or before the proposal due date |
|---|

- Each firm may only serve as one classification – MBE, WBE, or IVBE (see sections 1.21 and 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Commercially Useful Function (CUF). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or <http://www.in.gov/idoa/2352.htm>.

1.22 INDIANA VETERANS BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT

In accordance with Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of Indiana Veterans Business Enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore, a contract goal of 3 % for Indiana Veterans Business Enterprises has been established. The IVBE Subcontractor Commitment Form is to be submitted alongside the respondent's proposal. The Form must show that they are participating in the proposed contract and IVBE firms that meet the requirements listed at the Veteran's Business Program website (<http://www.in.gov/idoa/2862.htm>).

If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety. The amount entered in **"TOTAL BID AMOUNT"** should match the amount entered in the Attachment D, Cost Proposal Template (for the purpose of this RFP evaluation, this figure has been provided in attachments A and A1).

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVBE subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise VetBiz registry, on or before the proposal due date
- Must qualify as a Buy Indiana Business under designation 1, on or before the proposal due date. See section 2.7 for more information
- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVBE
- A Prime Contractor who is an IVBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- **Must serve a Commercially Useful Function (CUF). The firm must serve a value-added purpose on the engagement, as confirmed by the State.**
- Must provide goods or service only in the industry area for which it is certified as listed in the VetBiz directory <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

INDIANA VETERAN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVBE must accompany the IVBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the IVBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. The State reserves the right to deny evaluation points if the letter(s) is not attached. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount as a percentage of the **“TOTAL BID AMOUNT”** (for the purpose of this RFP evaluation, this figure has been provided in Attachments A and A1) and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State's IVBE Program. Questions involving the regulations governing the IVBE Subcontractor Commitment Form should be directed to:
indianaveteranspreference@idoa.in.gov.

1.23 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

Key RFP Dates

Activity	Date
Issue of RFP	August 16, 2016
Pre-Proposal Conference	August 24, 2016, 10:00 A.M. EST
Deadline to Submit Written Questions	August 31, 2016, 3:00 P.M. EST
Response to Written Questions/RFP Amendments	September 7, 2016
Submission of Proposals	September 23, 2016, 3:00 P.M. EST
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	TBD
Proposal Discussions/Clarifications (if necessary)	TBD
Oral Presentations	TBD
Best and Final Offers (if necessary)	TBD
RFP Award Recommendation	November 16, 2016

1.25 CONFLICT OF INTEREST

Any person, firm or entity that assisted with and/or participated in the preparation of this RFP document is prohibited from submitting a proposal to this specific RFP. For the purposes of this RFP "person" means a state officer, employee, special state appointee, or any individual or entity working with or advising the State or involved in the preparation of this RFP proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via CD-ROM should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc, must be separate stand-alone electronic files on the CD-ROM. Please do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirement in listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 2.4 of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-**

mail address, if that contact is different than the individual authorized for signature.

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

2.2.5 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.* (see section 1.16).

Provide the following information:

- List all documents where claiming a statutory exemption to the APRA;
- Specify which statutory exception of APRA that applies for each document;
- Provide a description explaining the manner in which the statutory exception to the APRA applies for each document.

2.2.6 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." **The Business Proposal Template is Attachment E.**

2.3.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or

services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

2.3.5 Contract Terms/Clauses

A sample contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. Other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in Attachment B.

In your Transmittal Letter please indicate acceptance of these mandatory contract terms (see section 2.2.2). In this section please review the rest of the contract and indicate your acceptance of the non-mandatory contract clauses. If a non-mandatory clause is not acceptable as worded, suggest specific alternative wording to address issues raised by the specific clause. If you require additional contract terms please include them in this section. To reiterate it's the State's strong desire to not deviate from the contract provided in the attachment and as such the State reserves the right to reject any and all of these requested changes.

The mandatory contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Information Technology
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondents response may be incorporated as part of the final contract

2.3.6 References

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information.

2.3.7 Registration to do Business

Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm>.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder

registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, aredding@idoa.in.gov, or you may reach her by phone at (317) 234-3542.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the

subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women Business information.

2.3.10 General Information

Each Respondent must enter your company's general information including contact information.

2.3.11 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts.

2.3.12 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples.

2.3.13 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Buy Indiana

Refer to Section 2.7 for additional information.

2.3.14 Payment

Respondent should be able to accept payment by credit card as an optional form of payment, but should be able to accept other forms of payment from the State as well. In the Respondent's proposal, the Respondent should agree to accept any credit card-user handling fees associated with acceptance of the State's Purchasing Card. Please demonstrate how your company will meet this requirement of accepting payment by credit card as the only form of payment if the State chooses to implement this policy.

2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State. **The Technical Proposal Template is Attachment F.**

2.4.1 Account Management & Reporting (fourteen (14) questions)

2.4.2 Specimen Collection and Testing Services (five (5) questions)

2.4.3 Implementation (three (3) questions)

2.5 COST PROPOSAL

The Cost Proposal Template is Attachment D.

The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete an “Indiana Economic Impact” form (Attachment C). The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state. The amount entered in Line 16 “Total amount of this proposal, bid, or current contract” should match the amount entered in the Attachment D, Cost Proposal Template.

2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent’s responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to <http://www.in.gov/idoa/2464.htm> and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to <http://www.in.gov/idoa/2464.htm> and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business’ status. The registration process should be complete at the time of proposal submission.

Respondent must clearly indicate which preference(s) they intend to claim in the Business Proposal, Attachment E. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.

Defining an Indiana Business:

“Indiana business” refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment C) and include it with their response.

The following is the policy concerning items 4 & 5 described below. Appropriate documentation must be provided with your proposal response supporting either claim made below:

- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If a Respondent needs assistance in determining if its business qualifies under this criterion, please send an email inquiry to buyindianainvest@idoa.in.gov and you will receive a response within forty-eight (48) hours. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

SECTION THREE

PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1 Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2 Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3 If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA for further action, such as contract negotiations. If, however, IDOA decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 103). For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	40 available points
3. Cost (Cost Proposal)	35 available points
4. Indiana Economic Impact	5
5. Buy Indiana	5
6. Minority Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
7. Women Business Enterprise Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.6)
8. Indiana Veteran Business Enterprise (IVBE) Subcontractor Commitment	5 (1 bonus point is available, see Section 3.2.7)
Total	100 (103 if bonus awarded)

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 75 points. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list”. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include a second “short list”.

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail

Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 2 categories cannot exceed 75 points.

3.2.2 Management Assessment/Quality – **40** available points

3.2.3 Price – **35** available points

Cost scores will then be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives a total of 35 points. The normalization formula is as follows:

- $\text{Respondent's Cost Score} = (\text{Lowest Cost Proposal} / \text{Total Cost of Proposal}) \times 35$

3.2.4 Indiana Economic Impact (5 points)

See Section 2.6 for additional information.

The total number of full time equivalent (FTE – please see Section 1.2 for a definition of FTE's) Indiana resident employees for the Respondent's proposal, to execute the scope of work proposed in this RFP, (prime contractor and subcontractors) will be used to evaluate the Respondent's Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most Indiana FTEs will be awarded 5 points. Points will then be awarded to the remaining Respondents proportionately. Please see Attachment C, Indiana Economic Impact Form, for more detailed instructions.

3.2.5 Buy Indiana Initiative – 5 points

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 5 points in this category.

3.2.6 Minority (5 points) & Women's Business (5 points) Subcontractor Commitment - (10 points).

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in Section 1.20 of this RFP. Scoring is conducted based on an assigned 10-point, plus possible 2 bonus-points, scale (MBE: Possible 5 points

+ 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)

If the respondent's commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

If the respondent's commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the respective MBE/WBE category both firms will receive 6 points.

3.2.7 Indiana Veteran Business Enterprise Subcontractor Commitment - (5 points).

The following formula will be used to determine points to be awarded based on the IVBE goal listed in Section 1.22 of this RFP. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for IVBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established IVBE goal, the maximum points achieved will be awarded according to the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)

If the respondent's commitment percentage is 0% for IVBE participation, a deduction of 1 point will be assessed.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the IVBE category will be awarded 6 points (5 points plus 1 bonus

point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the IVBE category both firms will receive 6 points.

3.2.8 Qualified State Agency Preference Scoring

When applicable, pursuant to Indiana Code 5-22-13, a qualified state agency submitting a response to this RFP will be awarded preference points for Minority, Women's, and Indiana Veteran Business Enterprise equal the Respondent awarded the highest combined points awarded for such preferences in the scoring of this RFP.

The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.